

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF VERMONT

U.S. DISTRICT COURT
DISTRICT OF VERMONT
FILED

2004 AUG 25 PM 3 26

UNITED STATES OF AMERICA,

Plaintiff,

v.

KYLE YANDOW,
PAMELA YANDOW,
CITY FEEDS AND LUMBER, CO., INC.,
VERMONT FEDERAL CREDIT UNION,
STATE OF VERMONT, DEPARTMENT
OF EMPLOYMENT & TRAINING,
AGWAY ENERGY PRODUCTS,
EUGENE GOKEY,
MORRIS BELISLE,
ELAINE BELISLE,
LAURIE BELISLE,
HAROLD GARRETT,
PAUL BANGS,
PAMELA BANGS,
VALLEY VIEW HOUSING ASSOCIATION,
BRAD FINELLI,
HEATHER FINELLI,
TOWN OF SWANTON,
CHEVALIER DRILLING COMPANY, INC.,
CHRYSLER FINANCIAL COMPANY, LLC,
VERMONT DEPARTMENT OF TAXES,
CHITTENDEN BANK,

Defendants.

Civil No.

DEPUTY CLERK

1:04-cv-225

COMPLAINT FOR FORECLOSURE BY POWER OF SALE

NOTICE TO DEFENDANTS: IN ORDER TO RECEIVE NOTICE OF THE FORECLOSURE JUDGMENT, YOU ARE REQUIRED BY LAW TO ENTER AN APPEARANCE IN THIS ACTION EITHER THROUGH AN ATTORNEY OR ON YOUR OWN BEHALF AFTER SERVICE HAS BEEN MADE UPON YOU BY THE UNITED STATES OF AMERICA AND YOU HAVE RETURNED YOUR WAIVER OF SERVICE OF SUMMONS TO THE OFFICE OF THE UNITED STATES ATTORNEY. IF SUCH APPEARANCE IS NOT FILED WITH THE CLERK OF THE UNITED STATES DISTRICT COURT WITHIN SIXTY (60) DAYS OF SERVICE OF THIS COMPLAINT, YOU WILL NOT RECEIVE NOTICE OF THE FORECLOSURE JUDGMENT WHICH WILL SET FORTH THE AMOUNT OF MONEY YOU MUST DEPOSIT TO REDEEM THE PROPERTY AND THE AMOUNT OF TIME ALLOWED YOU TO REDEEM THE PROPERTY.

**NOTICE TO ALL TENANTS AND OCCUPANTS OF REAL
PROPERTY AS REQUIRED BY 12 V.S.A. 4523(c)(2):**

THE PROPERTY IN WHICH YOU LIVE IS BEING
FORECLOSED UPON. YOU ARE NAMED AS A DEFENDANT IN
THE FORECLOSURE BECAUSE YOUR RIGHT TO REMAIN ON
THE PREMISES MAY END WHEN THE FORECLOSURE IS
COMPLETED. YOU MUST NOTIFY THE COURT OF YOUR NAME
AND ADDRESS IN ORDER TO BE KEPT INFORMED OF THE
STATUS OF THE FORECLOSURE.

YOU ARE ALSO ADVISED, PURSUANT TO 12 V.S.A. §
4523 (c)(3), THAT, IN THE EVENT THE OWNER IS
UNABLE TO REDEEM THE PREMISES, YOU MAY BE
REQUIRED TO VACATE THE PREMISES UPON 30 DAYS
NOTICE.

The United States of America, by its attorney, David V.
Kirby, Acting United States Attorney for the District of
Vermont, brings this Complaint and states as follows:

Introduction, Jurisdiction and Parties

1. This is a civil action to foreclose by power of sale a
mortgage given by Kyle Yandow and Pamela Yandow ("the
borrowers"), to the plaintiff, United States of America ("the
United States"), on or about November 18, 1993.

2. This Court has jurisdiction in this matter under 28
U.S.C. § 1345 and 42 U.S.C. § 1490a.

3. On information and belief the last known addresses of
the defendants are as follows:

Kyle Yandow
2012 Highgate Road
St. Albans, VT 05478

Pamela Yandow
c/o Dale Correctional Facility
103 South Main Street
Waterbury, VT 05671-3001

City Feeds and Lumber, Co., Inc.
44 Lower Newton Street
St. Albans, VT 05478

Vermont Federal Credit Union
84 Pine Street
Burlington, VT 05401

State of Vermont, Department
of Employment & Training
J. Wallace Malley, Jr., Esq.
State of Vermont
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001

Agway Energy Products
12 Berard Drive
So. Burlington, VT 05403

Eugene Gokey
12 The Village Green
Swanton, VT 05488

Morris Belisle
2018 Highgate Road
St. Albans, VT 05478

Elaine Belisle
2018 Highgate Road
St. Albans, VT 05478

Laurie Belisle
2018 Highgate Road
St. Albans, VT 05478

Harold Garrett
5 Foundry Street
Swanton, VT 05488

Paul Bangs
PO Box 251
Highgate Springs, VT 05460

Pamela Bangs
PO Box 251
Highgate Springs, VT 05460

Valley View Housing Association
c/o Robert A. Mellow, Esq.
1795 Williston Road
So. Burlington, VT 05403

Brad Finelli
Mac's Quick Stop
233 South Main Street
St. Albans, VT 05478

Heather Finelli
Mac's Quick Stop
233 South Main Street
St. Albans, VT 05478

Town of Swanton
PO Box 867
Swanton, VT 05488

Chevalier Drilling Company, Inc.
PO Box 164
Highgate Springs, VT 05460

Chrysler Financial Company, LLC
c/o Bauer, Anderson & Gravel
PO Box 607
Burlington, VT 05402-0607

Vermont Department of Taxes
J. Wallace Malley, Jr., Esq.
State of Vermont
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001

Chittenden Bank
PO Box 820
Burlington, VT 05402-0820

4. Defendant City Feeds and Lumber, Co., Inc. has been has been named as a party to this action because it claims or may claim to have some interest in or liens upon the mortgaged premises, or some part thereof, by virtue of two liens filed in the Swanton Land Records in Book VIII pages 246 and 258. The interest or liens, if any, are subsequent or subordinate to the

mortgage which is the subject of this action.

5. Defendant Vermont Federal Credit Union has been named as a party to this action because it claims or may claim to have some interest in or liens upon the mortgaged premises, or some part thereof, by virtue of two liens filed in the Swanton Land Records in Book VIII pages 278 and 279. The interest or liens, if any, are subsequent or subordinate to the mortgage which is the subject of this action.

6. Defendant State of Vermont, Department of Employment & Training has been named as a party to this action because it claims or may claim to have some interest in or liens upon the mortgaged premises, or some part thereof, by virtue of the following liens:

<u>Date</u>	<u>Book</u>	<u>Page</u>
08/27/96	VIII	312
01/28/97	IX	1
11/25/98	IX	94
12/01/99	IX	129
08/18/99	IX	114

The liens were filed in the Swanton Land Records. The interest or liens, if any, is subsequent or subordinate to the mortgage which is the subject of this action.

7. Defendant Agway Energy Products has been named as a party to this action because it claims or may claim to have some interest in or lien upon the mortgaged premises, or some part thereof, by virtue of a lien dated July 31, 1996, and filed on October 8, 1996, in the Swanton Land Records in Book VIII page

320. The interest or lien, if any, is subsequent or subordinate to the mortgage which is the subject of this action.

8. Defendant Eugene Gokey has been named as a party to this action because he claims or may claim to have some interest in or lien upon the mortgaged premises, or some part thereof, by virtue of a lien filed on August 22, 1997, in the Swanton Land Records in Book IX page 37. The interest or lien, if any, is subsequent or subordinate to the mortgage which is the subject of this action.

9. Defendants Morris Belisle, Elaine Belisle, Laurie Belisle, and Harold Garrett have been named as parties to this action because they claim or may claim to have some interest in or lien upon the mortgaged premises, or some part thereof, by virtue of a lien filed on November 12, 1997, in the Swanton Land Records in Book 145 pages 444-448. The interest or lien, if any, is subsequent or subordinate to the mortgage which is the subject of this action.

10. Defendants Paul Bangs and Pamela Bangs have been named as parties to this action because they claim or may claim to have some interest in or lien upon the mortgaged premises, or some part thereof, by virtue of a lien filed on August 12, 1998, in the Swanton Land Records in Book IX page 89. The interest or lien, if any, is subsequent or subordinate to the mortgage which is the subject of this action.

11. Defendant Valley View Housing Association has been named as a party to this action because it claims or may claim

to have some interest in or lien upon the mortgaged premises, or some part thereof, by virtue of a lien dated April 3, 1998 and filed on April 22, 1999, in the Swanton Land Records in Book IX page 107. The interest or lien, if any, is subsequent or subordinate to the mortgage which is the subject of this action.

12. Defendants Brad Finelli and Heather Finelli have been named as parties to this action because they claim or may claim to have some interest in or lien upon the mortgaged premises, or some part thereof, by virtue of a lien filed on January 20, 2000, in the Swanton Land Records in Book IX page 134. The interest or lien, if any, is subsequent or subordinate to the mortgage which is the subject of this action.

13. Defendant Town of Swanton has been named as a party to this action because it claims or may claim to have some interest in or lien upon the mortgaged premises, or some part thereof, by virtue of a lien filed on May 8, 2000, in the Swanton Land Records in Book 162 pages 63-65. The interest or lien, if any, is subsequent or subordinate to the mortgage which is the subject of this action.

14. Defendant Chevalier Drilling Company, Inc. has been named as a party to this action because it claims or may claim to have some interest in or lien upon the mortgaged premises, or some part thereof, by virtue of a lien filed on January 9, 2001, in the Swanton Land Records in Book IX page 241. The interest or lien, if any, is subsequent or subordinate to the mortgage which is the subject of this action.

15. Defendant Chrysler Financial Company, LLC has been named as a party to this action because it claims or may claim to have some interest in or lien upon the mortgaged premises, or some part thereof, by virtue of a lien dated April 14, 2000 and filed on April 8, 2003, in the Swanton Land Records in Book 191 pages 380-381. The interest or lien, if any, is subsequent or subordinate to the mortgage which is the subject of this action.

16. Defendant Vermont Department of Taxes has been named as a party to this action because it claims or may claim to have some interest in or lien upon the mortgaged premises, or some part thereof, by virtue of a lien filed on July 29, 2003, in the Swanton Land Records in Book X page 66. The interest or lien, if any, is subsequent or subordinate to the mortgage which is the subject of this action.

17. Defendant Chittenden Bank has been named as a party to this action because it claims or may claim to have some interest in or liens upon the mortgaged premises, or some part thereof, by virtue of two liens filed on October 30, 2003, in the Swanton Land Records in Book X pages 90 and 91. The interest or liens, if any, are subsequent or subordinate to the mortgage which is the subject of this action.

Foreclosure By Power of Sale

18. On or about November 18, 1993, Kyle Yandow and Pamela Yandow duly executed to the United States of America, a real estate mortgage covering certain land and premises described therein. Paragraph 24 of the mortgage reserves to the United

States the right to foreclose the mortgage as authorized by state and/or federal laws, including but not limited to foreclosure by power of sale. A copy of the mortgage is attached to and made a part of this complaint as Exhibit A.

19. The mortgage was duly recorded on November 22, 1993, in the Swanton Land Records in Book 129, Pages 238-241.

20. The mortgage was conditioned upon the payment of a certain promissory note dated November 18, 1993, in the principal sum of \$86,280.00 bearing interest at the rate of 6.5% per annum. A copy of the note is attached to and made a part of this complaint as Exhibit B.

21. The mortgage further secures repayment of any subsidy granted to the borrowers in the form of interest credit pursuant to a Subsidy Repayment Agreement dated November 18, 1993. A copy of said agreement is attached to and made a part of this complaint as Exhibit C.

22. The note was modified by virtue of a Reamortization and/or Deferral Agreement dated May 18, 1999. A copy of the Reamortization and/or Deferral Agreement is attached to and made a part of this complaint as Exhibit D.

23. An interest credit agreement was in effect from November 18, 1993 to September 17, 2003. Pursuant to 42 U.S.C. § 1490a and the terms of the mortgage, any interest credit assistance received on any mortgages given on or after October 1, 1979 is subject to recapture upon the disposition of the property.

24. The note provides that upon default by the borrowers

of any payment, the United States at its option may declare all or any part of any such indebtedness immediately due and payable. Because the borrowers have defaulted on the note, acceleration and demand for full payment took place on April 26, 2003.

25. Though demand has been made, the borrowers have refused, neglected or have been unable to pay the amounts due pursuant to the terms of the note. There is due and owing by the borrowers to the United States of America as of February 5, 2004, the principal sum of \$25,209.66 plus interest in the amount of \$2,406.29, which interest accrues at the daily rate of \$4.9227. There is further due and owing interest credit subsidy subject to recapture and principal reduction attributed to subsidy in the amount of \$19,971.03, as described in paragraph 23 above and fees assessed at \$3,764.31.

26. On information and belief, in order that it may protect and preserve its security, the United States may be compelled to make advancements for payment of taxes, hazard insurance, water and sewer charges, or other municipal assessments. Although the nature and amount of such expenses are unknown to the United States at this time, the United States seeks recovery of those expenses, together with interest thereon.

27. No other action has been brought to enforce the provisions of the aforesaid promissory note and real estate mortgage, and all conditions precedent to the bringing of the

action have been performed or have occurred.

28. The United States has complied with the requirements of all applicable servicing regulations.

WHEREFORE, THE PLAINTIFF PRAYS:

- a. That the defendants' equity of redemption be foreclosed in accordance with law;
- b. That the Court enter pursuant to the United States' exercise of its rights to a foreclosure by public sale, an order for public sale of the mortgaged premises;
- c. That the Court award expenses incurred by plaintiff to preserve and protect its security;
- d. That the Court fix and allow attorney's fees and other costs and expenses incident to this proceeding;
- e. That the United States of America be granted a writ of possession in the mortgaged premises;
- f. And for such other and further relief as this Honorable Court may deem just and equitable.

Dated at Burlington, in the District of Vermont, this 5th
day of August, 2004.

UNITED STATES OF AMERICA

DAVID V. KIRBY

Acting United States Attorney

By: Melissa A. D. Ranaldo

MELISSA A. D. RANALDO
Assistant U.S. Attorney
P.O. Box 570
Burlington, VT 05402
(802) 951-6725

USDA-FmHA
Form FmHA 427-1 VT
(Rev. 2-91)

REAL ESTATE MORTGAGE FOR NEW HAMPSHIRE, VERMONT AND VIRGIN ISLANDS

THIS MORTGAGE is made and entered into by Kyle Yandow and Pamela Yandow,

husband and wife

residing in Swanton, Franklin County, or Judicial Division,

State or Territory of Vermont, whose post

office address is RR #1, Box 264A, St. Albans, VT 05478, in said State, herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
11/18/93	\$86,280.00	6.5%	11/18/2026

Received for record at 11-22 A.D. 1993

Received for record at 9:01 A.M.

And recorded in Vol. 129 Page 238/241

Attest Francisco B. Caycedo
TOWN CLERK

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby; but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a, or any amounts due under any Shared Appreciation Agreement/Recapture Agreement entered into pursuant to 7 U.S.C. §2001.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in

the County of Franklin, State of New Hampshire or Vermont, or Judicial Division _____, Territory of the Virgin Islands.

See Schedule A attached.

FmHA

**GOVERNMENT
EXHIBIT**

A

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefits of any such State or Territorial laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, handicap, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, handicap, familial status or age.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at City Center, 3rd Floor, 89 Main St., Montpelier, VT 05602, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(24) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms as may be required by statute or as may be determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

PROVIDED that if all the indebtedness hereby secured is duly paid and each and every covenant, condition, agreement, and obligation, contingent or otherwise, contained herein, secured hereby or arising hereunder is fully performed and discharged, this mortgage shall be void,; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 18th
day of NOVEMBER, 19 93.

Signed, sealed, and delivered in the
presence of:

<u>[Signature]</u> (Witness)	<u>[Signature]</u> Kyle Yandow (SEAL)
<u>[Signature]</u> (Witness)	<u>[Signature]</u> Pamela Yandow (SEAL)

STATE OR TERRITORY OF VERMONT

COUNTY OR JUDICIAL DIVISION OF FRANKLIN

ACKNOWLEDGMENT

On this 18th day of November, 19 93, before me, the undersigned, a Notary Public in and for said State or Territory and County or Judicial Division, personally appeared _____

Kyle Yandow and Pamela Yandow, husband and wife,
individually known to me and by me known to be the parties executing the foregoing instrument, and to me acknowledged the said instrument to be executed by them as their free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on the date above written.

My commission expires _____

[Signature]
Notary Public.

(NOTARIAL SEAL)

Being an L-shaped parcel of land consisting of 1.12 acres, more or less, together with the buildings thereon, located on the westerly side of the main highway leading from St. Albans City to Highgate Falls, and commonly known as Vermont Highway #207.

Said land and premises are more fully described as follows: Beginning at a point in the westerly edge of Vermont Highway #207, which point marks the northeast corner of land now or formerly of Edward Belisle; thence N 45 degrees 54' 10" W a distance of 156.21 feet, more or less, to an iron rod; thence S 37 degrees 21' 50" W a distance of 180.40 feet, more or less, to an iron rod; thence N 47 degrees 21' 04" W a distance of 131.77 feet, more or less, to a point in a barbed wire fence; thence N 37 degrees 21' 50" E a distance of 250.99 feet, more or less, to a point in a barbed wire fence; thence S 54 degrees 33' 59" E a distance of 284.09 feet, more or less, to a point in the westerly edge of Vermont Highway #207; thence S 36 degrees 04' 13" W along the westerly edge of Vermont Highway #207 a distance of 110 feet, more or less, to the point or place of beginning.

Reference is further made to a survey entitled, "Theodolite & E.D.M. Survey, Paul Poquette and Clark Hubbard, Vt. Route 207, Swanton, Vermont, dated January, 1989, revised 4/30/89, 6/1/91 and 8/28/91, prepared by Benchmark Surveying & Engineering," which map is filed as Map #89 in Book IV of the Swanton Map Records.

Said land and premises are bounded, now or formerly, substantially as follows: On the north by Claude and Colleen Root; on the east by Vermont Highway #207, Maurice Belisle and Edward Belisle; on the south by Maurice Belisle, Edward Belisle and Orrin Bliss; and on the west by lands of Hubbard and Poquette.

Also conveyed herewith by quit-claim only is any interest the Mortgagors may have in and to any land lying within the highway right-of-way.

The aforesaid property is subject to an easement and right-of-way from Lester Root and Alice M. Root to Claude P. Root and Colleen M. Root, dated October 11, 1973 and recorded in Book 81, Page 267 of the Swanton Land Records, viz:

"Being an easement and right of way to draw water through the existing water system leading from the home of the Grantors to the dwelling now occupied by the Grantees, on the west side of the main highway leading from Highgate to St. Albans.

Included in this conveyance the right to building, construct, repair and maintain the aforesaid water system and the right to enter upon the property of the Grantors for this purpose. It is understood and agreed, however, that any property disturbed by such construction or repair shall be immediately be returned to the original condition. This right-of-way shall run with the land."

The aforesaid easement affects a well and water system located on the parcel conveyed herein.

Being all and the same land and premises conveyed to Kyle Yandow and Pamela Yandow by Warranty Deed of Phelicia Poquette, of even date, to be recorded in the Town of Swanton Land Records.

Reference may be made to the above deeds and survey and to the deeds and records therein cited in further aid of this description.

12/31/2003 WED 11:04 FAX 802 524 4575

USDA ST. ALBANS VT

AREA OFFICE

USDA Form
Form FmHA 1940-16
(Rev. 4-91)

PROMISSORY NOTE

Yardow, Kyle

TYPE OF LOAN

RH-I

STATE

VERMONT

COUNTY

FRANKLIN

CASE NO.

53-006-009626403

Date NOVEMBER 18 ²¹⁵⁶, 19 93.

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration,

United States Department of Agriculture, (herein called the "Government") at its office in _____

ST. ALBANS, VERMONT 05478

THE PRINCIPAL SUM OF EIGHTY SIX THOUSAND TWO HUNDRED AND EIGHTY DOLLARS AND NO/100--

DOLLARS (\$ 86,280.00), plus INTEREST on the UNPAID PRINCIPAL of

SIX AND ONE HALF PERCENT (6.50 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of three alternatives as indicated below: (check one)

☐ I. Principal and Interest payments shall be deferred. The interest accrued to _____, 19____

shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in _____ regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of

such new Principal herein \$ _____ and the amount of such regular installments in the box below, when such amounts have been determined.

☐ II. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the _____

of each _____ beginning on _____, 19____, through _____, 19____,

Principal and later accrued Interest shall be paid in _____ installments as indicated in the box below;

☒ III. Payments shall not be deferred. Principal and Interest shall be paid in 396 installments as indicated in the box below:

\$ 530.00 on December 18 ^{24KV}, 19 93, and

\$ 530.00 thereafter on the 17 of each month

until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness

evidenced hereby, if not sooner paid, shall be due and PAYABLE THIRTY THREE (33) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

GOVERNMENT
EXHIBIT
B

If the total amount of the loan is not advanced requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Payment of principal and interest shall be applied in accordance with FmHA accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with FmHA regulations in effect when a late charge is assessed.

Prepayments of scheduled installments, or any portion thereof, may be made at any time of the option of Borrower. Refunds and extra payments, as defined in the regulations (7CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied in accordance with FmHA regulations and accounting procedures in effect on the date of receipt of payments.

Borrower agrees that the Government at any time may assign this note. If the Government assigns the note and insures the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

CREDIT ELSEWHERE CERTIFICATION: Borrower hereby certifies that he/she is unable to obtain sufficient credit elsewhere to finance his/her actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his/her community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY: If the property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for a term exceeding 3 years, or (3) sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the indebtedness evidenced hereby immediately due and payable.

REFINANCING AGREEMENT: Borrower hereby agrees to provide periodic financial information as requested by the Government. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

CREDIT SALE TO NONPROGRAM BORROWER: The provisions of the paragraphs entitled "Credit Elsewhere Certification," and "Refinancing Agreement" do not apply if (1) this promissory note represents in whole or part payment for property purchased from the Government and (2) the loan represented by this promissory note was made to the borrower as a nonprogram borrower under Title V of the Housing Act of 1949, as amended, and regulations promulgated thereunder.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under this instrument and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

SUBSIDY REPAYMENT AGREEMENT: Borrower agrees to the repayment (recapture) of subsidy granted in the form of interest credits. Subsidy will be repaid when the borrower's account is settled by sale of the security property, refinancing or payment in full and will be calculated in accordance with regulations in effect at the time of settlement. Recapture is based on property appreciation and can equal all, some or none but never exceed the amount of subsidy received.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "TYPE OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

WARNING: Failure to fully disclose accurate and truthful financial information may result in the termination of program assistance currently being received, and the denial of future program assistance under USDA's Debarment regulations, 7 CFR Part 3017.

Presentment, protest, and notice are hereby waived.

A REAMORTIZATION AGREEMENT DATED 5/18/99
IN THE PRINCIPAL SUM OF \$ 100,983.71
HAS BEEN GIVEN TO MODIFY THE PAYMENT
SCHEDULE OF THIS NOTE.

Kyle Yandow (BORROWER) (SEAL)
Pamela Yandow (CO-BORROWER) (SEAL)

RR 1 Box 264 A

St. Albans, Vermont 05478

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 86,280.00	11/02/93	(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL				\$86,280.00	11/02/93

FmHA Instruction 1951-I
Exhibit A

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

Subsidy Repayment Agreement

Date of Note 11/18/93 ^{24/93} Amount of Note 86,280.00 Date of mortgage 11/18/1993 ^{PYK}
Date of Note _____ Amount of Note _____ Date of mortgage _____
Type of assistance: 1. Interest credit ☒
2. Homeownership Assistance Program ☐
Address of Property: RR 1 Box 264 A
St. Albans, Vermont 05478

BORROWER: KYLE E. YANDOW

CO-BORROWER: PAMELA J. YANDOW

WITNESSES

1 This agreement entered into pursuant to 7 CFR 1951-I, between the United States of America, acting through the Farmers Home Administration (FmHA) (herein called "the Government") pursuant to section 521 of Title V of the Housing Act of 1949 and the borrower(s) whose name(s) and address(es) appears above (herein sometimes referred to as "borrower"), supplements the note(s) from borrower to the Government as described above, and any promissory note(s) for loans made to borrower in the future by the Government. Such future notes, when executed, will be listed below the signature line of this Subsidy Repayment Agreement.

2 I (we) agree to the conditions set forth in this agreement for the repayment of the subsidy granted me (us) in the form of interest credits or Homeownership Assistance Program (HOAP) subsidy (hereinafter called "subsidy").

3 I (we) agree that the real property described in the mortgage(s) listed above is pledged as security for repayment of the subsidy received or to be received. I (we) agree that the subsidy is due and payable upon the transfer of title or non-occupancy of the property by me (us). I (we) understand that the real estate securing the loan(s) is the only security for the subsidy received. I (we) further understand that I (we) will not be required to repay any of the subsidy from other than the value (as determined by the Government) of the real estate, mortgaged by myself (ourselves) in order to obtain a Section 502 Rural Housing (RH) loan.

12/31/2003 WED 11:06 FAX 802 524 4575

FmHA Instruction 1951-I
Exhibit A
Page 2

4 I (we) understand that so long as I (we) continue to own the property and occupy the dwelling as my (our) residence, I (we) may repay the principal and interest owed on the loan and defer repaying the subsidy amount until title to the property is conveyed or the dwelling is no longer occupied by me (us). If such a request is made, the amount of subsidy to be repaid will be determined when the principal and interest balance is paid. The mortgage securing the FmHA RH loan(s) will not be released of record until the total amount owed the Government has been repaid.

5 I (we) agree that Paragraph 6 of this agreement is null and void should the property described in the mortgage(s) be voluntarily conveyed to the Government or liquidated by foreclosure.

6 When the debt is satisfied by other than voluntary conveyance of the property to the Government or by foreclosure, I (we) agree that sale proceeds will be divided between the Government and me (us) in the following order:

(a) Unpaid balance of loans secured by a prior mortgage as well as real estate taxes and assessments levied against the property which are due will be paid.

(b) Unpaid principal and interest owed on FmHA RH loans for the property and advances made by FmHA which were not subsidy and are still due and payable will be paid to the Government.

(c) I (we) will receive from the sale proceeds actual expenses incurred by me (us) necessary to sell the property. These may include sales commissions or advertising cost, appraisal fees, legal and related costs such as deed preparation and transfer taxes. Expenses incurred by me (us) in preparing the property for sale are not allowed unless authorized by the Government prior to incurring such expenses. Such expenses will be authorized only when FmHA determines such expenses are necessary to sell the property, or will likely result in a return greater than the expense being incurred.

(d) I (we) will receive the amount of principal paid off on the loan calculated at the promissory note interest rate.

(e) Any principal reduction attributed to subsidized interest calculations will be paid to the Government.

(f) I (we) will receive my original equity which is the difference between the market value of the security, as determined by the FmHA appraisal at the time the first loan subject to recapture of subsidy was made, and the amount of the FmHA loan(s) and any prior lien. This amount is -0- and represents -0- percent of the market value of the security. (The

FARMA Instruction 1951-I
Exhibit A
Page 3

percent is determined by dividing my (our) original equity by the market value of the security when the loan was closed.) The dollar amounts and percent will be entered at the time this agreement is signed by me (us) and will be part of this agreement.

(g) The remaining balance, after the payments described in (a) thru (f) above have been paid is called value appreciation. The amount of value appreciation to be paid to the Government, in repayment or the subsidy granted, is the lesser of (1) the full amount of the subsidy or (2) an amount determined by multiplying the value appreciation by the appropriate factor in the following table.

Average interest rate paid by me (us)

No. of Months the Loan was Outstanding	1% or Less	1.1 to 2%	2.1 to 3%	3.1 to 4%	4.1 to 5%	5.1 to 6%	6.1 to 7%	7.1 or greater
0 to 59	.78	.68	.60	.51	.44	.32	.22	.11
60 to 119	.75	.66	.58	.49	.42	.31	.21	.11
120 to 179	.73	.63	.56	.48	.40	.30	.20	.10
180 to 239	.65	.56	.49	.42	.36	.26	.18	.09
240 to 299	.59	.51	.46	.38	.33	.24	.17	.09
300 to 359	.53	.45	.40	.34	.29	.21	.14	.09
360 to 396	.47	.40	.36	.31	.26	.19	.13	.09

(h) I (we) will receive the amount of value appreciation less the amount paid the Government as determined in (g) above. I (we) will also receive an additional amount in proportion to my original equity by reducing the amount of value appreciation due to the Government by the percent of my (our) original equity as shown in (f) above.

(i) If I (we) am the recipient of HOAP, the amount of value appreciation to be recaptured will be calculated as if I (we) had paid 1 percent interest on the loan, unless the average interest rate paid by me (us) was greater than 1 percent. In such cases it will be determined based on the average interest rate paid by me (us).

(j) If this agreement is for a subsequent loan(s) only, the amount of repayment determined in (g) above will be reduced by the following percent: _____. This percent will be determined by dividing the amount of the loan(s) subject to recapture by the total outstanding RH debt. This percentage will be entered at the time I (we) sign this agreement.

(k) If this agreement is for more than one loan that is subject to recapture, the subsidy repayment computations will be based on the total subsidy granted on all loans.

FmHA Instruction 1951-I
Exhibit A
Page 4

7 When a FmHA RL loan is repaid by other than foreclosure, voluntary conveyance, or sale of property, the amount of subsidy to be repaid the Government will be determined in the same manner as described in paragraph 6 of this Exhibit but based on the appraised value determined by FmHA instead of sales price. In such cases, the subsidy due the Government will remain a lien on the property until paid. It must be paid upon non occupancy, sale, or transfer of title to the property.

8 I (we) have read and agree to the provisions of this agreement.

Kyle Yandow Borrower
Kyle Yandow
Pamela Yandow Co-Borrower
Pamela Yandow
11/18/93
Date signed

Accepted and Agreed to
By Gregory E. Mruk (FmHA Official)
Gregory E. Mruk
County Supervisor (Title)
11/23/93
Date

REAMORTIZATION AGREEMENT

Account Number
6479058

Effective Date
May 18, 1999

The United States of America, acting through the Rural Housing Service, United States Department of Agriculture (Lender), is the owner and holder of a promissory note or assumption agreement (Note) in the principal sum of \$ 86280.00, plus interest on the unpaid principal of 6.50000% per year, executed by KYLE S YANDOW and PAMELA J YANDOW, (Borrower) dated November 18, 1993 and payable to the order of the Lender. The current outstanding balance includes unpaid principal, accrued unpaid interest, unpaid advances and fees. The total outstanding balance is \$ 100983.71.

In consideration of the reamortization of the note or assumption agreement and the promises contained in this agreement, the outstanding balance is capitalized and is now principal to be repaid at 6.50000% per annum at \$ 657.60 per month beginning June 18, 1999 and on the 18th day of each succeeding month until the principal and interest are paid, except that the final installment of the entire debt, if not paid sooner, will be due and payable on November 18, 2026.

Subject to applicable law or to a written waiver by Lender, Borrower shall pay to lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for : (a) yearly taxes and assessments which may attain priority over Lender's mortgage or deed of trust (Security Instrument) as a lien on the secured property described in the Security Agreement (Property); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law or federal regulation that applies to the funds sets a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The funds shall be held by a federal agency, including Lender, or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits the Lender to make such charge. However, Lender may require

GOVERNMENT
EXHIBIT

D

borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the funds.

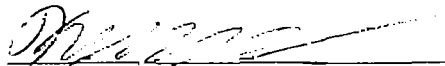
Lender shall give to borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each debit to the Funds was made. The funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Unless changed by this agreement, all of the terms of the note or assumption agreement or the instruments that secure them, remain unchanged.

Upon default in the payment of any one of the above installments or failure to comply with any of the conditions and agreements contained in the above-described note or assumption agreement or the instruments securing it, the Lender, at its option may declare the entire debt immediately due and payable and may take any other action authorized to remedy the default.


Borrower

Date

5/27/99


Borrower

Date

5/27/99

10/17/00 TUE 11:05 FAX 5184384907
 10/17/00 10:40 FAX 8024646810

ALBANY APA
 GRAND SUMMIT QMS

002
 01

To: Major Holly

From: Mount Snow Resort, Vermont

Here is the list of units that will be available to you to use during your weekend here 11/03/00. The list is, unfortunately, the clearest copy that we have. Below is an explanation of the codes that will allow you to determine the features of a unit.

Pg 2-5 – Grand Summit Hotel

QU – Queen Bed
 SS – Sleep Sofa
 KG – King Bed
 MB – Murphy Bed
 DK – Deck
 LF – Loft
 SK – Smoking
 NS – Non-Smoking
 M – Mountain View
 V – Valley View
 X – No View

All units except Hotel Rooms (GH4/GH2 under type) include a full kitchen, which does not appear in the feature codes. The features of UC, UH, UE etc, as well as SU, are used by our real-estate market, and have no bearing to the features of the room.

Pg 6-7 – Snow Lake Lodge

AC – Air Conditioning, (Unnecessary in November!!)
 SS – Sleep Sofa
 SB – Shuttle Bus
 VR – Value Room, (Smaller than Average room)
 PR – Parlor Room, (Larger than Average room)
 KG – King Bed

Features at the Snow Lake Lodge are really determined through the *Type* code (Third column).

First letter determines property (ie. L – Snow Lake Lodge.)
 Second letter determines type (ie. H – Hotel room, D – Small Suite.)
 Third letter determines beds (ie. F – 2 Double Beds, K – 1 King Bed.)
 Fourth letter determines smoking (ie. S – Smoking, N – Non-smoking.)
 Fifth letter determines view (ie. V – View, No letter – No View.)

Suites at the Snow Lake Lodge are 2 rooms, one set up as a hotel room, the other a small living room with a pull out sleep-sofa and a small refrigerator. No kitchens at the Snow Lake Lodge.

Pg 8-9 – Seasons Condominiums

QU – Queen Bed
 TW – Two Twin Beds
 KG – King Bed
 SS – Sleep Sofa
 CH – Two Twins made up as a king. (Can be separated to Two Twins.)
 BB – Bunk Beds (Bottoms made as twins only. Basically two twins.)
 F# – Floor Number
 ## – Number of Bathrooms
 NS – Non Smoking
 SK – Smoking
 LF – Loft
 WD – Washer/Dryer

All condominium units have a full kitchen, and a fireplace in the living room.

Any questions give us a call!

10/17/00 TUE 11:05 FAX 5184384907
 10/17/00 10:40 FAX 8024646610

ALBANY APA
 GRAND SUMMIT CMS

0003
 02

UNITS AND OWNERS

Friday 10/13/00

User - AB

Sr	Number	Type	Rat	Ext.	Features	Description
	101	G14	M	6101	UC,QU,SS,DK,M,NS,	One Bedroom 4
	102	G14	M	6102	UC,QU,SS,DK,SK,V	One Bedroom 4
3	G103	GH4	M	6103	UH,QU,QU,NS,X	SU Hotel Room
4	G104	GA4	M	6104	MB,SS,NS,X	Studio 4
5	G105	GA4	M	6105	UH,MB,SS,NS,X	SU Studio 4
6	G106	GH4	M	6106	UE,QU,QU,DK,NS,X	SU Hotel Room
7	G107	GA4	M	6107	UL,MB,SS,NS,X	SU Studio 4
8	G108	GB2	M	6108	UE,MB,NS,DK,X	SU Studio 2
9	G109	GH4	M	6109	UL,QU,QU,NS,X,DK,	SU Hotel Room
10	G110	GA2	M	6110	UA,QU,NS,X,HC,	Studio 2 Handicapped
11	G111	G14	M	6111	UC,MB,KG,DK,SK,V	1 Bedroom 4
12	G112	GH4	M	6112	UH,QU,QU,NS,X	SU Hotel Room
13	G113	GA4	M	6113	UA,MB,SS,NS,M	Studio 4
14	G114	GA4	M	6114	UH,MB,SS,NS,X	SU Studio 4
15	G115	GH4	M	6115	UE,QU,QU,DK,NS,M	SU Hotel Room
16	G116	GB2	M	6116	UB,MB,DK,NS,X	Studio 2
17	G117	GB2	M	6117	UE,MB,DK,NS,M	SU Studio 2
19	G119	GA4	M	6119	UA,MB,SS,NS,M	Studio 4
3	G121	GA4	M	6121	UA,MB,SS,NS,M	Studio 4
4	G122	G16	M	6122	UD,QU,MB,SS,DK,SK,V	One Bedroom 6
5	G123	GH4	M	6123	UL,QU,QU,DK,NS,M	SU Hotel Room
6	G124	G16	M	6124	UD,QU,SS,SS,DK,NS,V	One Bedroom 6
7	G125	GA4	M	6125	UL,MB,SS,NS,M	SU Studio 4
8	G126	GA2	M	6126	UA,QU,NS,V,HC,	Studio 2 Handicapped
9	G128	G14	M	6128	UC,QU,NS,V	One Bedroom 4
	G130	GA4	M	6130	UH,MB,SS,NS,V	SU Studio 4
	G132	GH4	M	6132	UH,QU,QU,NS,V	SU Hotel Room
11	G134	G16	M	6134	UD,QU,MB,SS,DK,NS,X	One Bedroom 6
13	G136	G16	M	6136	UD,QU,MB,SS,DK,NS,X	One Bedroom 6
14	G138	GA4	M	6138	UL,MB,SS,NS,X	SU Studio 4
15	G140	GH4	M	6140	UL,QU,QU,NS,V,DK,	SU Hotel Room
16	G142	GA4	M	6142	UL,MB,SS,NS,V	SU Studio 4
17	G143	GA2	M	6143	UA,QU,NS,X,HC,	Studio 2 Handicapped
18	G144	GH4	M	6144	UL,QU,QU,NS,V,DK,	SU Hotel Room
19	G145	GB2	M	6145	UE,MB,NS,M,DK,	SU Studio 2
3	G147	GH4	M	6147	UE,QU,QU,NS,X,DK,	SU Hotel Room
4	G148	GA4	M	6148	UL,MB,SS,SK,V	SU Studio 4
6	G150	GH4	M	6150	UL,QU,QU,SK,V,DK,	SU Hotel Room
8	G152	GA4	M	6152	UA,MB,SS,NS,V	Studio 4
9	G153	GA4	M	6153	UA,MB,SS,NS,X	Studio 4
10	G154	GH2	M	6154	UL,KG,NS,M,DK,	SU Hotel Room 2
11	G155	GA4	M	6155	UA,MB,SS,SK,M	Studio 4
12	G156	GA4	M	6156	UL,MB,SS,NS,M,DK,	SU Studio 4
14	G158	GH4	M	6158	UL,MB,QU,NS,X	SU hotel 4
15	G159	G16	M	6159	UD,QU,MB,SS,DK,NS,X	SU One Bedroom 6
16	G160	GH2	M	6160	UL,KG,NS,M,DK,	SU Hotel Room 2
17	G161	GH4	M	6161	UA,QU,QU,NS,X	SU Hotel Room
18	G162	GA4	M	6162	UB,MB,SS,NS,X	SU Studio 4
19	G163	GA4	M	6163	UL,MB,SS,NS,X	SU Studio 4

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2	G164	GH4	M	6164	UL,QU,QU,NS,M	DK,			SU Hotel Room
3	G165	GH4	M	6165	UL,QU,QU,NS,V	DK,			SU Hotel Room
	G166	GH4	M	6166	UD,QU,QU,NS,M				SU Hotel Room
	G167	GH4	M	6167	UL,QU,QU,NS,V	DK,			Hotel Room
6	G168	G16	M	6168	UD,QU,MB,SS,	DK,NS,M			SU One Bedroom 6
7	G169	GA4	M	6169	UL,MB,SS,NS,V				Studio 4
8	G170	G16	M	6170	UD,QU,MB,SS,	DK,NS,M			One Bedroom 6
9	G172	GH4	M	6172	UA,QU,QU,NS,M				Hotel Room
11	G201	GA4	M	6201	UL,MB,SS,NS,M	DK,			SU Studio 4
12	G202	G14	M	6202	UC,QU,SS,NS,V	DK,			One Bedroom 4
13	G203	GH4	M	6203	UL,QU,QU,	DK,NS,M			SU Hotel Room
14	G204	GH4	M	6204	UL,QU,QU,	DK,NS,X			SU Hotel Room
15	G205	GA4	M	6205	UA,MB,SS,NS,X				Studio 4
16	G206	GA4	M	6206	UL,MB,SS,NS,X				SU Studio 4
17	G207	GA4	M	6207	UL,MB,SS,NS,X				SU Studio 4
18	G208	GA4	M	6208	UL,MB,SS,NS,X				SU Studio 4
19	G209	GH4	M	6209	UL,QU,QU,	DK,NS,X			SU Hotel Room
2	G210	GH4	M	6210	UL,QU,QU,	DK,NS,V			SU Hotel Room
3	G211	G14	M	6211	UC,KG,SS,NS,M	DK,			One Bedroom 4
4	G212	GA2	M	6212	UA,QU,NS,X	HC,			Studio 2 Handicapped
5	G213	G16	M	6213	UD,QU,MB,SS	DK,NS,M			One Bedroom 6
6	G214	GA4	M	6214	UL,MB,SS,NS,X				SU Studio 4
8	G216	GH4	M	6216	UL,QU,QU,	DK,NS,X			SU Hotel Room
9	G217	GA4	M	6217	UA,MB,SS,NS,M				Studio 4
10	G218	GB2	M	6218	UD,MB,NS,X	DK,			Studio 2
11	G219	GH4	M	6219	UL,QU,QU,NS,M	DK,			SU Hotel Room
	G220	GA2	M	6220	UA,QU,NS,X	HC,			Studio 2 Handicapped
	G221	GA4	M	6221	UL,MB,SS,NS,M				SU Studio 4
14	G222	G16	M	6222	UD,SS,QU,MB,	DK,NS,V			One Bedroom 6
16	G223	G16	M	6223	UD,QU,MB,SS,NS,V				One Bedroom 6
1	G235	GA4	M	6235	UL,MB,SS,NS,M				SU Studio 4
3	G237	GH4	M	6237	UL,QU,QU,NS,M	DK,			SU Hotel Room
4	G238	GA4	M	6238	US,MB,SS,NS,V				Studio 4
5	G239	GA4	M	6239	UA,MB,SS,SK,M				Studio 4
6	G240	GA4	M	6240	UA,MB,SS,NS,V				Studio 4
7	G241	GA4	M	6241	UA,MB,SS,NS,M				Studio 4
8	G242	G16	M	6242	UD,QU,MB,SS,	DK,NS,V			One Bedroom 6
9	G243	GB2	M	6243	UE,MB,NS,M	DK,			SU Studio 2
10	G244	G16	M	6244	UD,QU,MB,SS,	DK,NS,V			One Bedroom 6
11	G245	GH4	M	6245	UE,QU,QU,NS,M	DK,			SU Hotel Room
13	G247	GA4	M	6247	UA,MB,SS,NS,M				Studio 4
15	G249	GH4	M	6249	UL,QU,QU,NS,M	DK,ST,			SU Hotel Room
16	G250	GH4	M	6250	UE,QU,QU,NS,V				SU Hotel Room
17	G251	GA4	M	6251	UL,MB,SS,NS,M				SU Studio 4

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	Number	Type	Rat	Ext.	Features	Description
	253	GA4	M	6253	UH,MB,SS,NS,M	SU Studio 4
	G254	GA4	M	6254	UA,MB,SS,NS,V	Studio 4
3	G255	GH4	M	6255	UH,QU,QU,NS,M	SU Hotel Room
5	G257	GB2	M	6257	UB,MB,NS,M , DK,	Studio 2
6	G258	GH4	M	6258	UL,QU,QU,NS,V , DK,	SU Hotel Room
8	G260	GA4	M	6260	UL,MB,SS,NS,V	SU Studio 4
9	G261	G14	M	6261	UA,QU,SS, , DK,NS,M	SU 1 Bedroom 4 / Stairs
10	G262	GH2	M	6262	UL,KG,NS,M , DK,	SU Hotel Room 2
11	G263	GH4	M	6263	UA,QU,QU, , DK,NS,X	SU Hotel Room
12	G264	GA4	M	6264	UA,MB,SS,NS,M , DK,	SU Studio 4
13	G265	GH2	M	6265	UA,KG,NS,M , DK,	SU Hotel Room 2
14	G266	GA4	M	6266	UA,MB,SS,NS,X	SU Studio 4
15	G267	G16	Z	6267	UA,SS,SS,MB,NS,KT,KT,02,	SU Studio6 / Stairs
16	G268	GH2	M	6268	UL,KG,NS,M , DK,	SU Hotel Room 2
17	G269	G16	M	6269	UD, ,MB,SS, , DK,NS,V	SU One Bedroom 6
18	G270	GA4	M	6270	UB,MB,SS,NS,X	SU Studio 4
19	G271	GH4	M	6271	UA,QU,QU,NS,V	SU Hotel Room
2	G272	GH4	M	6272	UB,QU,QU,NS,V , DK,	SU Hotel Room
3	G273	GA4	M	6273	UL,MB,SS,NS,V	SU Studio 4
4	G274	GH4	M	6274	UD,QU,QU,NS,V	SU Hotel Room
5	G275	GH4	M	6275	UL,QU,QU,NS,V , DK,	SU Hotel Room
6	G276	G16	M	6276	UA,QU,MB,SS, , DK,NS,X	SU One Bedroom 6
7	G277	GH4	M	6277	UL,QU,QU,NS,V , DK,	SU Hotel Room
8	G278	G16	M	6278	UD,QU,MB,SS, , DK,NS,X	SU One Bedroom 6
	G279	GA4	M	6279	UL,MB,SS,NS,V	SU Studio 4
	G280	GH4	M	6280	UA,QU,QU,NS,X	SU Hotel Room
11	G282	GB2	M	6282	UB,MB,NS,X , DK,	Studio 2
12	G301	G16	M	6301	UD,QU,MB,SS, , DK,NS,M	One Bedroom 6
13	G302	G16	M	6302	UD,QU,MB,SS, , DK,NS,V	One Bedroom 6
14	G303	GB2	M	6303	UD,MB,NS,M , DK,	Studio 2
15	G304	GH4	M	6304	UE,QU,QU,NS,V	SU Hotel Room
16	G305	G16	M	6305	UD,QU,MB,SS, , DK,NS,M	One Bedroom 6
17	G306	GB2	M	6306	UE,MB,NS,X	SU Studio 2
1	G308	G16	M	6308	UD,QU,MB,SS, , DK,NS,V	One Bedroom 6
2	G309	G2L	M	6309	UD,QU,QU,SS, , DK,NS,M , LF,	Two Bedroom Loft 6
3	G310	G16	M	6310	UD,QU,MB,SS, , DK,NS,V	One Bedroom 6
4	G311	G2L	M	6311	UD,QU,QU,SS,NS,M , LF,	Two Bedroom Loft 6
5	G312	GH4	M	6312	UL,QU,QU,NS,V , DK,	SU Hotel Room
6	G313	G2L	M	6313	UD,QU,QU,SS, , DK,NS,M , LF,	Two Bedroom Loft 6
7	G314	G14	M	6314	UL,KG,SS,NS,V , LF,	SU 1 bedroom 4 loft
8	G315	G28D	M	6315	UH,KG,BK,BK,SS,DK,NS,M	Two Bedroom 8 Deluxe
9	G316	G14	M	6316	UH,KG,SS,NS,V , LF,	SU 1 bedroom 4 loft
10	G318	GH2	M	6318	UL,QU,SS,NS,V , DK,	SU Hotel Room
11	G320	GH2	M	6320	UL,QU,SS,NS,V , DK,	SU Hotel Room
12	G322	G14	M	6322	UL,QU,SS,NS,V , LF,	SU 1 bedroom loft
13	G324	G14	M	6324	UL,KG,SS,NS,V , LF,	SU 1 bedroom 4 loft
14	G326	GH4	M	6326	UL,QU,QU,NS,V , DK,	SU Hotel Room
15	G328	G16	M	6328	UA,KG,MB,SS,NS,V , LF,	1 bedroom 6 loft
16	G330	GPH	M	6330	UP,QU,QU,SS,SS,KG,NS,V	3Bed Penthouse Deluxe
17	G331	G38	M	6331	US,QU,QU,QU,SS,KG,DK,NS,M	3 Bedroom Deluxe
18	G332	GH4	M	6332	UL,QU,QU,NS,V , DK,	SU Hotel Room

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Number	Type	Rat	Ext.	Features	Description
3333	G2L	M	6333	UD,QU,QU,SS,,DK,NS,M,LF,	Two Bedroom 6 Loft
G334	G14	M	6334	UL,KG,SS,NS,V,LF,,	SU 1bedroom 4 loft
4 G336	G14	M	6336	UD,KG,SS,SU,NS,V,LF,,	SU 1 bedroom 4 loft
5 G337	G2L	M	6337	UD,QU,QU,SS,,DK,SK,M,LF,	Two Bedroom 6 Loft
6 G338	GH2	M	6338	UL,QU,SS,NS,V,DK,,	SU Hotel Room
7 G339	G14	M	6339	UL,QU,MB,SS,NS,M,,	One Bedroom 1
8 G340	GH2	M	6340	UL,KG,SS,NS,V,DK,,	SU Hotel Room
9 G341	GB2	M	6341	UE,MB,NS,M,,	SU Studio 2
10 G342	G14	M	6342	UL,KG,SS,NS,V,LF,,	SU 1 bedroom 4 loft
11 G343	GH4	M	6343	UE,QU,QU,NS,M,,	SU Hotel Room
12 G344	G14	M	6344	UE,KG,SS,SU,NS,V,LF,,	1 bedrrom 4 loft.
13 G345	G16	M	6345	US,QU,MB,SS,DK,NS,M,,	One Bedroom 6
14 G346	GH4	M	6346	UL,QU,QU,NS,V,DK,,	SU Hotel Room
15 G348	GA4	M	6348	UL,MB,SS,NS,V,,	Studio 4
16 G350	GB2	M	6350	UE,MB,NS,V,,	SU Studio 2
17 G352	GH4	M	6352	UE,QU,QU,NS,V,,	SU Hotel Room
18 G353	G14	M	6353	UL,KG,SS,NS,M,LF,,	SU 1 bedroom 4 loft
19 G354	GA4	M	6354	UA,MB,SS,NS,V,,	Studio 4
2 G355	GH4	M	6355	UL,QU,QU,NS,M,DK,,	SU Hotel Room
3 G356	G16	M	6356	UD,QU,MB,SS,DK,NS,V,,	One Bedroom 6
5 G358	GH4	M	6358	UL,QU,QU,NS,M,DK,,	SU Hotel Room
7 G360	G14	M	6360	UL,KG,SS,NS,M,LF,,	SU 1 bedrrom 4 loft
8 G361	GB2	M	6361	UL,MB,NS,V,,DK,,	SU Studio 2
G362	G14	M	6362	UL,KG,SS,NS,V,LF,,	SU 1 bedroom 4 loft
G363	GH4	M	6363	UL,KG,KG,NS,V,LF,,	SU Hotel Room Loft
11 G364	GH4	M	6364	UL,QU,QU,NS,M,DK,,	SU Hotel Room
12 G365	G14	M	6365	UL,KG,SS,NS,V,LF,,	SU 1 bedroom 4 loft
13 G366	G16	M	6366	UA,KG,MB,SS,NS,M,LF,,	1 bedroom 6 loft
14 G367	GH4	M	6367	UL,QU,QU,NS,V,DK,,	SU Hotel Room
16 G369	GH4	M	6369	UL,QU,QU,NS,V,DK,,	SU Hotel Room 4
17 G370	G2L	M	6370	UD,QU,QU,SS,DK,NS,M,LF,	Two Bedroom 6 Loft
18 G371	G14	M	6371	UL,KG,SS,NS,V,LF,,	SU 1 bedroom 4 loft
19 G372	G2L	M	6372	UD,QU,QU,SS,DK,NS,M,LF,	Two Bedroom 6 Loft
2 G374	G14	M	6374	UL,KG,SS,NS,V,LF,,	SU 1 bedroom 4 loft
3 G376	GH4	M	6376	UL,QU,QU,NS,V,DK,,	SU Hotel Room

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UNITS AND OWNERS Friday 10/13/00

User - AB

Number	Type	Rat.	Ext.	Features	Description
L101	LHKN	M	2101	KG, AC, SB,	Hotel Room wKing NS
L102	LHFN	M	2102	AC, SB,	Non Smoking Hotel Rm
3 L103	LHFN	M	2103	AC, SB,	Non Smoking Hotel Rm
4 L105	LHFN	M	2105	VR, AC, SB,	Non Smoking Hotel Rm
5 L107	LHFN	M	2107	VR, AC, SB,	Non Smoking Hotel Rm
6 L114	LDFS	M	2114	DF, SS, AC, SB,	Suite with 2 Beds
7 L117	LHFS	M	2117	NE, AC, SB,	Hotel Room
8 L118	LHFS	M	2118	AC, SB,	Hotel Room
9 L119	LHFS	M	2119	AC, SB,	Hotel Room
10 L120	LHFS	M	2120	AC, SB,	Hotel Room
11 L121	LHFS	M	2121	AC, SB,	Hotel Room
12 L122	LHFS	M	2122	PR, AC, SB,	Hotel Room
13 L123	LHFS	M	2123	PR, AC, SB,	Hotel Room
14 L124	LHFS	M	2124	PR, AC, SB,	Hotel Room
15 L125	LHFS	M	2125	PR, AC, SB,	Hotel Room
16 L126	LHFS	M	2126	KG, SS, AC, SB,	King Bed Suite
17 L127	LHFS	M	2127	KG, SS, AC, SB,	King Bed Suite
18 L200	LHFN	M	2200	KG, AC, SB,	Hotel Room wKing NS
19 L200	LHFN	M	2200	KG, AC, SB,	Hotel Room wKing NS
1 L201	LHFN	M	2201	KG, AC, SB,	Hotel Room wKing NS
2 L202	LHFN	M	2202	AC, SB,	Non Smoking Hotel Rm
3 L203	LHFN	M	2203	AC, SB,	Non Smoking Hotel Rm
4 L204	LHFN	M	2204		Non Smoking Hotel Rm
5 L205	LHFN	M	2205		Non Smoking Hotel Rm
6 L206	LHFN	M	2206		Non Smoking Hotel Rm
7 L207	LHFN	M	2207		Non Smoking Hotel Rm
L209	LHFN	M	2209	VR,	Non Smoking Hotel Rm
L210	LHFN	M	2210		Non Smoking Hotel Rm
10 L211	LHFN	M	2211	VR,	Non Smoking Hotel Rm
11 L214	LDFS	M	2214	DF, SS,	Suite with 2 Beds NS
12 L217	LHFN	M	2217	NE,	Non Smoking Hotel Rm
13 L218	LHFN	M	2218		Non Smoking Hotel Rm
14 L219	LHFN	M	2219		Non Smoking Hotel Rm
15 L220	LHFN	M	2220	AC, SB,	Non Smoking Hotel Rm
16 L221	LHFN	M	2221	AC, SB,	Non Smoking Hotel Rm
17 L222	LHFN	M	2222	PR, AC, SB,	Non Smoking Hotel Rm
18 L223	LHFN	M	2223	PR, AC, SB,	Non Smoking Hotel Rm
19 L224	LHFN	M	2224	PR, AC, SB,	Non Smoking Hotel Rm
2 L225	LHFN	M	2225	PR, AC, SB,	Non Smoking Hotel Rm
3 L226	LDFS	M	2226	KG, SS, AC, SB,	King Bed Suite NS
4 L227	LDFS	M	2227	KG, SS, AC, SB,	King Bed Suite NS
5 L300	LHFS	M	2300	KG, AC, SB,	Hotel Room wKing Bed
6 L301	LHFS	M	2301	KG, AC, SB,	Hotel Room wKing Bed
7 L302	LHFS	M	2302	AC, SB,	Hotel Room
8 L303	LHFS	M	2303	AC, SB,	Hotel Room
9 L304	LHFS	M	2304	AC, SB,	Hotel Room
10 L305	LHFS	M	2305	AC, SB,	Hotel Room
11 L306	LHFS	M	2306	AC, SB,	Hotel Room
12 L307	LHFS	M	2307	AC, SB,	Hotel Room
13 L308	LHFS	M	2308	AC, SB,	Hotel Room
14 L309	LHFS	M	2309	AC, SB,	Hotel Room
15 L310	LHFS	M	2310	AC, SB,	Hotel Room
16 L311	LHFS	M	2311	VR, AC, SB,	Hotel Room
17 L313	LHFS	M	2313	VR, AC, SB,	Hotel Room
18 L314	LDFS	M	2314	DF, SS, AC, SB,	Suite with 2 Beds

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UNITS AND OWNERS

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User - AB

Number	Type	Rat	Ext.	Features	Description
L317	LHFS	M	2317	AC,SB,AC,SB,	Hotel Room
L318	LHFSV	M	2318	AC,SB,	Hotel Room
3 L319	LHFS	M	2319	AC,SB,	Hotel Room
4 L320	LHFSV	M	2320	AC,SB,	Hotel Room
5 L321	LHFS	M	2321	AC,SB,	Hotel Room
6 L322	LHFSV	M	2322	PR,AC,SB,	Hotel Room
7 L323	LHFS	M	2323	PR,AC,SB,	Hotel Room
8 L324	LHFSV	M	2324	PR,AC,SB,	Hotel Room
9 L325	LHFS	M	2325	PR,AC,SB,	Hotel Room
10 L326	LDKSV	M	2326	KG,SS,AC,SB,	King Bed Suite
11 L327	LDKS	M	2327	KG,SS,AC,SB,	King Bed Suite
12 L400	LHKSV	M	2400	KG,AC,SB,	Hotel Room wKing Bed
13 L401	LHKS	M	2401	KG,AC,SB,	Hotel Room wKing Bed
14 L402	LHFSV	M	2402	AC,SB,	Hotel Room
15 L403	LHFS	M	2403	AC,SB,	Hotel Room
16 L404	LHFSV	M	2404	AC,SB,	Hotel Room
17 L405	LHFS	M	2405	AC,SB,	Hotel Room
18 L406	LHFSV	M	2406	AC,SB,	Hotel Room
19 L407	LHFS	M	2407	AC,SB,	Hotel Room
2 L408	LHFSV	M	2408	AC,SB,	Hotel Room
3 L409	LHFS	M	2409	AC,SB,	Hotel Room
4 L410	LHFS	M	2410	AC,SB,	Hotel Room
5 L411	LHFS	M	2411	VR,AC,SB,	Hotel Room
6 L412	LHFSV	M	2412	AC,SB,	Hotel Room
7 L413	LHFS	M	2413	AC,SB,	Hotel Room
8 L414	LHFSV	M	2414	AC,SB,	Hotel Room
L416	LDKSV	M	2416	DF,SS,AC,SB,	Hotel Room
L417	LHFS	M	2417	AC,SB,	Hotel Room
11 L419	LHFS	M	2419	AC,SB,	Hotel Room
12 L420	LDKSV	M	2420	KG,SS,AC,SB,	King Bed Suite
13 L421	LHFS	M	2421	AC,SB,	Hotel Room
14 L422	LHFSV	M	2422	PR,AC,SB,	Hotel Room
15 L423	LHFS	M	2423	PR,AC,SB,	Hotel Room
16 L424	LHFSV	M	2424	PR,AC,SB,	Hotel Room
17 L425	LHFS	M	2425	PR,AC,SB,	Hotel Room
18 L426	LDKSV	M	2426	KG,SS,AC,SB,	King Bed Suite
19 L427	LDKS	M	2427	KG,SS,AC,SB,	King Bed Suite

